

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

SAMSARA INC., a Delaware corporation,

Plaintiff,

v.

WILLIAM REICH, an individual,

Defendant.

Case No. 3:24-cv-05104

**ORDER GRANTING PLAINTIFF  
SAMARA INC.'S APPLICATION FOR  
TEMPORARY RESTRAINING ORDER**

**AMENDED TEMPORARY RESTRAINING ORDER**

Having considered Plaintiff Samsara Inc.'s Motion for a Temporary Restraining Order against Defendant William Reich seeking to immediately enjoin Reich from engaging in certain acts in breach of his Confidentiality Agreement (defined below) and in violation of Samsara's rights pursuant to the Defend Trade Secrets Act, 18 U.S.C. § 1831 *et seq.* and the California Uniform Trade Secrets Act, California Civil Code §§ 3426 *et seq.*, the Court finds that the evidence establishes the elements necessary for the issuance of a Temporary Restraining Order. Samsara has shown a strong likelihood of success on its claims for breach of contract and theft of trade secrets. It has also shown a strong likelihood of irreparable harm, particularly given Reich's failure to adequately cooperate with Samsara to preserve and prevent the misuse of potential trade secrets. For similar reasons, the remaining two *Winter* factors cut strongly in favor of Samsara.

Accordingly, the Court hereby **GRANTS** Samsara's Motion for a Temporary Restraining Order and **ORDERS** the following relief:

1. Reich shall, at all times henceforth, maintain the confidentiality of all Proprietary Information (as that term is defined in the Employee Invention Assignment and Confidentiality Agreement signed by Reich on February 10, 2022 (the "Confidentiality Agreement"))<sup>1</sup> and never disclose such Proprietary Information to any third party, including his current employer Motive Technologies, Inc. ("Motive") and/or any of Motive's employees, for any reason whatsoever;

2. Reich, and anyone acting in concert with him, is hereby enjoined from copying, transmitting, disseminating, disclosing, or using any of Samsara's Proprietary Information;

3. Reich, and anyone acting in concert with him, shall not misappropriate, use, disclose, or reference any of Samsara's trade secrets (as identified in Samsara's Complaint submitted in this litigation) pursuant to the California Uniform Trade Secrets Act and/or the Defend Trade Secrets Act;

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<sup>1</sup> A copy of Reich's Confidentiality Agreement shall be provided to him along with this Temporary Restraining Order so that he has full knowledge of the information included in the definition of Proprietary Information.

1           4.       Reich, and anyone acting in concert with him, is hereby enjoined from destroying,  
2 deleting, changing, altering, or otherwise eliminating any of Samsara's Proprietary Information  
3 and trade secret information, either in printed form or downloaded to any remote storage system,  
4 computer, hard drive, server, disk drive, flash drive, cellular telephone, CD, DVD, USB drive, or  
5 any other device that can be used to electronically store data or information, as well as any such  
6 information uploaded to any cloud storage accounts;

7           5.       Reich, and anyone acting in concert with him, is hereby enjoined from disposing  
8 of, deleting, changing, altering, tampering with, or destroying any remote storage systems  
9 (including cloud storage accounts), computers, hard drives, servers, disk drives, flash drives,  
10 cellular telephones, CDs, DVDs, USB drives, and any other devices that can be used to  
11 electronically store data or information that are (i) currently accessible by Reich or in Reich's  
12 possession, custody or control, or (ii) have been accessible by Reich, or in Reich's possession,  
13 custody or control, since January 1, 2024;

14          6.       Reich, and anyone acting in concert with him, is hereby enjoined from destroying,  
15 deleting, changing, altering, or otherwise eliminating any emails to or from any email accounts  
16 used by Reich since January 1, 2024, either in printed form or downloaded to any computers,  
17 laptops, online storage repositories, cloud storage, or electronic storage devices;

18          7.       Reich, and anyone acting in concert with him, is hereby enjoined from destroying,  
19 deleting, changing, altering, or otherwise eliminating any text, electronic postings, or other  
20 application messages from any cellular telephones or devices, computers, laptops, online storage  
21 repositories, cloud storage, or electronic storage devices used by Reich since January 1, 2024;

22          8.       Within fourteen (14) days of this Order, Reich shall return to Samsara all hard-copy  
23 documents or other tangible materials reflecting any Samsara trade secrets or Proprietary  
24 Information in his possession, custody or control; and

25          9.       Discovery can proceed immediately. But the parties are directed to meet and confer  
26 about a forensic protocol.

27          10.       It's difficult to understand why the parties were not able to reach a stipulation about  
28 how these materials should be handled while this litigation is pending. Assuming no such

1 stipulation is reached, Samsara can contact the Court to schedule preliminary injunction  
2 proceedings.

3 11. An initial case management conference is scheduled for September 6, 2024 at 10  
4 a.m. The parties are directed to file a joint case management statement 7 days in advance.

5 **IT IS FURTHER ORDERED** that this Temporary Restraining Order, unless extended for  
6 good cause or by agreement of the parties, will expire by its terms within fourteen (14) days of the  
7 date and hour of its issuance.

8 Signed at San Francisco, California on this 21st day of August, 2024.

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12 UNITED STATES DISTRICT JUDGE  
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